

EXHIBIT B

**FIRST AMENDMENT
TO
CREDIT AGREEMENT**

FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of March 1, 2007 (“Amendment”), to the Credit Agreement (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”), dated as of November 1, 2006, by and among DUKE AND KING ACQUISITION CORP. and DUKE AND KING FLORIDA, LLC (collectively, the “Original Borrower”), the lenders now a party thereto (the “Lenders”), and Bank of America, N.A., a national banking association, in its capacity as Administrative Agent for the Lenders (in its capacity as such, and together with any successor administrative agent hereunder, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, on even date, Lenders have made a loan (the “New Loan”) to Duke and King Real Estate, LLC, a Delaware limited liability company and Duke and King Missouri, LLC a Delaware limited liability company (collectively the “New Borrower”); and

WHEREAS, Original Borrower and New Borrower are Affiliates; and

WHEREAS, the Original Borrower, the New Borrower and the Required Lenders have agreed that the Credit Agreement shall be amended to incorporate the New Loan and the New Borrower on the terms and subject to the conditions herein provided;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and of any loans or extensions of credit heretofore, now or hereafter made to or for the benefit of the Borrower by the Lenders and the Administrative Agent, the parties hereto agree as follows:

A. **Defined Terms**. Capitalized terms used herein but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. **Amendments to Article I**. Article I of the Credit Agreement is hereby amended as follows:

- (1) The definition of “Acquisition Loan Commitment” is deleted in its entirety and the following inserted in lieu thereof:

“Acquisition Loan Commitment” shall mean the original principal amount of up to \$3,500,000”

- (2) The following definition is added:

“Acquisition Note” shall have the meaning set forth in Section 2.1(b)(1).”

- (3) The definition of "Asset Purchase Agreement" is deleted in its entirety and the following inserted in lieu thereof:

"Asset Purchase Agreement (Nath)" shall mean the Asset Purchase Agreement dated October 10, 2005 between Borrower, Nath Minnesota Franchise Group, Inc., Nath Illinois Franchise Group, Inc., Nath Florida Franchise Group, Inc., Nath Miami Franchise Group, Inc., Nath Minnesota Operating Group, LLC, and Nath Illinois Operating Group, LLC, as amended".

"Asset Purchase Agreement (Swisshelm)" shall mean the Asset Purchase Agreement dated December 22, 2006 between Duke and King Missouri, LLC, Duke and King Real Estate, LLC, and Swisshelm Group, Inc., Swisshelm Family Limited Partnership, Point Guard Enterprises, Inc. and the individuals listed on the signature pages thereto, as amended.

- (4) The definition of "Borrower" is deleted in its entirety and the following inserted in lieu thereof:

"Borrower" shall mean Duke and King Acquisition Corp., a Delaware corporation ("Acquisition Corp."), Duke and King Florida, LLC, a Delaware limited liability company ("FL LLC"), Duke and King Real Estate, LLC, a Delaware limited liability company ("Real Estate LLC") and Duke and King Missouri, LLC, a Delaware limited liability company ("MO LLC"), jointly and severally. Acquisition Corp. and FL LLC are sometimes hereinafter referred to collectively as "Original Borrower" and Real Estate LLC and MO LLC are sometimes hereinafter referred to collectively as "New Borrower".

- (5) The definition of "Closing Date" is deleted in its entirety and the following inserted in lieu thereof:

"Closing Date" shall mean, for the Original Borrower, the Original Closing Date and for the New Borrower, the New Closing Date."

- (6) The definition of "Commitment" is amended by deleting the amount \$23,500,000" and inserting in its place the amount "\$33,262,000."

- (7) The following definitions shall be added:

"Initial Acquisition Loan" shall have the meaning set forth in Section 2.1(b)(4)."

"New Closing Date" shall mean March 1, 2007."

"Original Closing Date" shall mean November 1, 2006."

- (8) The definition of "Note(s)" is deleted in its entirety and the following inserted in lieu thereof:

“Note(s)” shall mean, individually or collectively, as the case may be, (a) Term Note(s) and (b) the Acquisition Note(s) (in form substantially as attached hereto as **Exhibits A and B**, respectively, and (f) such other promissory notes accepted by the Lenders in exchange for or in substitution of any such Notes.”

- (9) The definition of “Term Loan” is deleted in its entirety and the following inserted in lieu thereof:

“Term Loan” shall mean collectively (i) that certain loan dated as of November 1, 2006 made by Lenders to Original Borrower in the aggregate principal amount of up to \$16,000,000 comprised of (a) Term Loan A in the original principal amount of \$15,000,000 and (b) Term Loan B in the original principal amount of \$1,000,000; and (ii) that certain loan dated as of March 1, 2007 made by Lenders to New Borrower in the aggregate principal amount of up to \$13,762,000 comprised of (c) Term Loan C in the original principal amount of \$5,826,000 and (d) Term Loan D in the original principal amount of \$7,936,000.”

- (10) The definitions of “Term Loan A” and “Term Loan B” are deleted in their entirety and the following definitions inserted in lieu thereof:

“Term Loan A” shall mean that certain loan dated as of November 1, 2006, made by Lenders to Borrower in the original principal amount of up to \$15,000,000.

“Term Loan B” shall mean that certain loan dated as of November 1, 2006, made by Lenders to Borrower in the original principal amount of up to \$1,000,000.

“Term Loan C” shall mean that certain loan dated as of March 1, 2007, made by Lenders to Borrower in the original principal amount of up to \$5,826,000.

“Term Loan D” shall mean that certain loan dated as of March 1, 2007, made by Lenders to Borrower in the original principal amount of up to \$7,936,000.

- (11) The definition of “Term Loan Commitment” is amended by deleting the amount “\$16,000,000” and inserting in its place the amount “\$29,762,000.”
- (12) The definition of “Term Loan B Maturity Date” is amended by deleting the date “April 30, 2007” and inserting in its place the date “June 30, 2007”.
- (13) The following definition shall be added:

“Term Note” shall have the meaning set forth in Section 2.1(a)

C. **Amendments to Article II.** Article II of the Credit Agreement is hereby amended as follows:

- (1) Section 2.1(a) is deleted in its entirety and the following inserted in lieu thereof::

“(a) Term Loan. Subject to the terms and conditions set forth herein, the Lenders agree to make (i) Term Loan A and Term Loan B to the Original Borrower on the Original Closing Date and (ii) Term Loan C and Term Loan D to the New Borrower on the New Closing Date in an aggregate principal amount not to exceed the Term Loan Commitment to fund the acquisition of Units pursuant to the Asset Purchase Agreement (Nath) and the Asset Purchase Agreement (Swisshelm). In the event that the Term Loan is not fully advanced on the New Closing Date, the un-advanced portion of the Term Loan Commitment shall be terminated. The execution and delivery of this Agreement by the Borrower and the satisfaction or waiver of all conditions precedent pursuant to Article III shall be deemed to constitute the Borrower's request to borrow the Term Loan on the Closing Date. The Borrower's obligation to pay the principal of, and interest on, the Term Loan shall be evidenced by the records of the Lenders and by term loan promissory notes in form substantially as attached hereto as Exhibit “A-1”, Exhibit “A-2”, Exhibit “A-3” and Exhibit “A-4” (individually and collectively the “Term Note”). The entries made in such records and/or on the schedule annexed to the Term Note shall be *prima facie* evidence of the existence and amounts of the obligations of the Borrower therein recorded, absent manifest error; provided, that the failure or delay of the Lenders in maintaining or making entries into any such record or on such schedule or any error therein shall not in any manner affect the obligation of the Borrower to repay the Term Loan (both principal and unpaid accrued interest) in accordance with the terms of this Agreement.”

- (2) Section 2.1(d)(2) is amended by deleting the date “October 1, 2007” and inserting in lieu thereof the date “June 1, 2007”.
- (3) Section 2.1(d) is amended by adding the following as new subsections (4) and (5):

“(4) Term Loan C. Commencing on April 1, 2007 and continuing on the first day of each month thereafter through and including October 1, 2011, monthly payments of principal and interest on Term Loan C shall be due and payable, each such monthly payment shall be in an amount which would be required in order to fully amortize the then outstanding principal balance of Term Loan C, at the rate of interest then in effect, over a period of ten (10) years pursuant to an amortization schedule calling for one hundred twenty (120) substantially equal payments of principal and interest. The unpaid principal balance of Term Loan C, together with accrued but unpaid interest, shall be due and payable in full on the Maturity Date.

(5) Term Loan D. Commencing on April 1, 2007 and continuing on the first day of each month thereafter through and including October 1, 2011, monthly payments of principal and interest on Term Loan D shall be due and payable, each

such monthly payment shall be in an amount which would be required in order to fully amortize the then outstanding principal balance of Term Loan D, at the rate of interest then in effect, over a period of fifteen (15) years pursuant to an amortization schedule calling for one hundred eighty (180) substantially equal payments of principal and interest. The unpaid principal balance of the Term Loan D, together with accrued but unpaid interest, shall be due and payable in full on the Maturity Date.”

- (4) Section 2.1(e)(1) is deleted in its entirety and the following inserted in lieu thereof:

“(1) Term Loan A, Term Loan C and Term Loan D. From the date hereof through the Maturity Date, Term Loan A, Term Loan C and Term Loan D shall bear interest at the Floating Rate unless and until the Term Loan is converted, in whole or in part, to an Effective Fixed Rate Loan. Upon such conversion, the portion of the Term Loan converted to an Effective Fixed Rate Loan shall bear interest at the Effective Fixed Rate. On the Closing Date, Borrower shall convert not less than fifty percent (50%) of the outstanding principal balance of Term Loan A, Term Loan C and Term Loan D to an Effective Fixed Rate Loan. To convert all or a portion of Term Loan A, Term Loan C and Term Loan D to an Effective Fixed Rate Loan, Borrower must have in place an interest rate swap (“Swap”). To that end, Borrower shall execute and deliver to Administrative Agent, on or prior to the Closing Date, a Swap agreement in form and with a Swap provider satisfactory to Administrative Agent in Administrative Agent’s sole but reasonable discretion (“Swap Agreement”). The date on which the Swap is effective shall be the “Conversion Date.” For purposes of the foregoing, a Swap Agreement on the International Swap Dealers Association Agreement form shall be acceptable to Administrative Agent. The portion of Term Loan A, Term Loan C and Term Loan D converted shall be maintained as an Effective Fixed Rate Loan from the Conversion Date through the Maturity Date (the “Effective Fixed Rate Period”). In the event that the initial Swap Agreement does not remain in effect for the entire Effective Fixed Rate Period, Borrower shall, within thirty (30) days prior to the expiration of the initial Swap Agreement, deliver to Administrative Agent a substitute Swap Agreement, in form and substance reasonably satisfactory to Administrative Agent, which shall be in place for the balance of the Effective Fixed Rate Period.”

- (5) Section 2.9 is amended by adding the following as new subsection (c):

“(c) Lenders’ Upfront Fee. On the New Closing Date, Borrower shall pay to Administrative Agent for the account of each Lender in accordance with its Commitment Ratio, an upfront fee in an amount equal to one percent (1.0%) of the \$9,762,000 increase in the total Commitment (“Upfront Fee”). Borrower has previously paid \$0.00 of the Upfront Fee with the balance of \$97,620 to be paid on the Closing Date. The Upfront Fee is for the Credit Commitment of each Lender and is fully earned as of the date of this Agreement.”

D. **Article IV Amendments.** Section 4.3 of the Credit Agreement is amended by deleting the phrase “on the attached Annex II” on line 13 of such Section and inserting in lieu thereof the phrase “on Schedule 4.3”.

E. **Article V Amendments.** Section 5.16 of the Credit Agreement is deleted in its entirety and the following inserted in lieu thereof:

“5.16 Interest Rate Protection. Borrower shall maintain not less than fifty percent (50%) of Term Loan A, Term Loan C, Term Loan D and all Acquisition Loans as Effective Fixed Rate Loans.”

F. **Article VI Amendments.** Article VI of the Credit Agreement is hereby amended as follows:

- (1) Section 6.2 is deleted in its entirety and the following inserted in lieu thereof:

“Leverage Ratio. For each twelve-month period ending on the last day of each fiscal quarter of the Borrower, the Borrower shall maintain a Total Leverage Ratio not in excess of the ratio set forth below:

<u>Applicable Time Period</u>	<u>Maximum Total Leverage Ratio</u>
Agreement Date through December 31, 2007	3.75:1.00
January 1, 2008 through December 31, 2008	3.50:1.00
Commencing January 1, 2009 and each fiscal quarter thereafter	3.25:1.00

- (2) Section 6.3 is deleted in its entirety and the following inserted in lieu thereof:

“Maximum Rent Adjusted Leverage. For each twelve-month period ending on the last day of each fiscal quarter of the Borrower, the Borrower shall maintain a Maximum Rent Adjusted Leverage ratio not in excess of the ratio set forth below:

<u>Applicable Time Period</u>	<u>Maximum Rent Adjusted Leverage Ratio</u>
Agreement Date through December 31, 2007	6.00:1.00
Commencing January 1, 2008 and each fiscal quarter thereafter	5.75:1.00

- (3) Section 6.13 is deleted in its entirety and the following inserted in lieu thereof:

“Limitations on Distributions. The Borrower will not make or permit to be made any distributions other than (i) to pay taxes and (ii) to pay \$250,000 per annum earn-out to the Swisshelm family.”

G. Amendments to Schedules and Exhibits.

- (1) The following Schedules to the Credit Agreement shall be deleted in their entirety and the corresponding revised Schedules attached hereto shall be substituted in lieu thereof: Schedule I; Schedule 3.1(b)(1); Schedule 3.1(b)(2); Schedule 3.1(b)(3); Schedule 4.1; Schedule 4.3; Schedule 4.28(b); Schedule 5.3; and
- (2) **Exhibit “A-3”** and **Exhibit “A-4”** attached hereto shall be included in **Exhibit “A”** of the Credit Agreement.
- (3) **Exhibit “B”** is deleted in its entirety and **Revised Exhibit “B”** attached hereto is inserted in lieu thereof.

H. New Borrower. Each of Real Estate LLC and MO LLC, by execution and delivery of this Amendment, does hereby covenant and agree that each and every representation, warranty, covenant, term and condition of the Credit Agreement applicable to the Borrower thereunder, shall be deemed made by and enforceable against Real Estate LLC and MO LLC as if each was an original Borrower thereunder and signatory thereto. Real Estate LLC and MO LLC shall be obligated on all notes executed by Original Borrower as if each had been a maker thereof. All references to “Borrower” in the Credit Agreement shall mean and be deemed to mean Original Borrower and New Borrower, jointly and/or severally, as the context so requires.

I. Cross-Collateralization and Cross-Default. Each Original Borrower and New Borrower hereby covenants and agrees as follows:

- (1) An Event of Default by any Borrower under the Credit Agreement shall be an Event of Default for each Borrower. An Event of Default under any Security Document or other Loan Document executed by a Borrower shall be an Event of Default under all Security Documents and other Loan Documents.

- (2) All Collateral mortgaged, assigned, pledged, or in which a security interest has been granted to Administrative Agent for any of the Obligations shall serve as security and collateral for all other Obligations of Original Borrower and New Borrower, to the same extent and effect as if so provided in the original documentation evidencing and/or securing each such Obligation.
- (3) Except as expressly provided in the Credit Agreement, the security interest in any and all Collateral mortgaged, assigned, pledged, or in which a security interest has been granted to Administrative Agent for any of Obligations shall not be terminated in whole or in part until and unless all Obligations are fully paid and satisfied and the terms of every Security Document has been fully performed by Original Borrower and New Borrower.

J. Representations and Warranties. Each Original Borrower and New Borrower hereby represents and warrants as follows:

- (1) After giving effect to this Amendment, each of the representations and warranties in Article IV of the Credit Agreement and in each of the other Loan Documents are true and correct in all material respects on and as of the date hereof as though made on and as of such date.
- (2) No Event of Default has occurred and is continuing as of the date hereof.
- (3) The execution, delivery and performance by each Original Borrower and New Borrower of this Amendment has been duly authorized by all requisite company action on the part of each Original Borrower and New Borrower and will not violate any of its articles of organization, bylaws, operating agreement or other organizational documents.
- (4) This Amendment has been duly executed and delivered by each Original Borrower and New Borrower, and this Amendment constitutes the legal, valid and binding obligation of each Borrower, enforceable against each Original Borrower and New Borrower in accordance with its terms.

K. No Other Amendments. Except as modified and amended hereby, the Credit Agreement shall be and remain unchanged and in full force and effect and is hereby ratified and affirmed. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as an amendment, waiver or modification of any right, power or remedy of Lenders or Administrative Agent under any of the Loan Documents, nor constitute an amendment, waiver or modification of any other provisions of the Loan Documents. This Amendment shall constitute a Loan Document for all purposes.

L. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when Administrative Agent shall have received the following in form and substance satisfactory to Administrative Agent:

- (1) This Amendment duly executed by and on behalf of Original Borrower and New Borrower, the Administrative Agent and the Required Lenders;
- (2) All reasonable fees and expenses payable or reimbursable by Original Borrower and New Borrower as of the date hereof, including, without limitation, all costs, fees and expenses of Administrative Agent in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered pursuant hereto (including the reasonable fees and out-of-pocket expenses of counsel for Administrative Agent with respect thereto);
- (3) Term Note C and Term Note D executed by New Borrower;
- (4) Any other documents or instruments required by the Credit Agreement to be executed by New Borrower; and
- (5) Delivery by Duke and King Holdings, LLC of a guaranty and security agreement in form reasonably satisfactory to Administrative Agent.

M. **Applicable Law.** This Amendment shall be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to its conflict of laws principles.

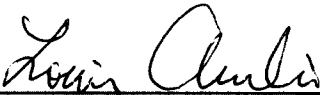
N. **Counterparts and Headings.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Receipt by the Administrative Agent of a facsimile copy of an executed signature page hereof shall constitute receipt by Administrative Agent of an executed counterpart of this Amendment. The headings of this Amendment are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment.

O. **No Novation.** This Amendment is not intended as, nor shall it be deemed or construed as, a novation of the Obligations of Borrower under the Credit Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

"BORROWERS"


DUKE AND KING ACQUISITION CORP., a
Delaware corporation

By: 
Name: Louis Aurilio
Title: Vice President & Secretary


DUKE AND KING FLORIDA, LLC, a
Delaware limited liability company

By: 
Name: Louis Aurilio
Title: Vice President & Assistant Secretary

DUKE AND KING REAL ESTATE, LLC, a
Delaware limited liability company

By: 
Name: Louis Aurilio
Title: VICE PRESIDENT & Assistant Secretary

DUKE AND KING MISSOURI, LLC, a
Delaware limited liability company

By: 
Name: Louis Aurilio
Title: VICE PRESIDENT & Assistant Secretary

CONSENT AND REAFFIRMATION OF GUARANTOR

By execution of this Amendment, Kinderhook Capital Fund I, L.P. ("Guarantor") hereby consents to this Amendment and reaffirms all the terms and provisions of that certain Guaranty Agreement dated as of November 1, 2006, by Guarantor in favor of Lenders (the "Guaranty") and agrees that the Guaranty shall continue to be valid and enforceable until all liabilities of Guarantor under the Guaranty have been paid in full or the Guaranty terminates in accordance with its terms. Guarantor affirms that this Amendment shall in no manner affect the obligations of Guarantor under the Guaranty.


KINDERHOOK CAPITAL FUND I, L.P.

By: Kinderhook Capital Fund I GP, LLC, its general partner

By: 
Name: Christian Mickalik
Title: _____


"ADMINISTRATIVE AGENT"

**BANK OF AMERICA, N.A., in its capacity as
Administrative Agent**

By: 
Name: JOHN M. HUSS
Title: PRINCIPAL

"LENDERS"

**BANK OF AMERICA, N.A., in its capacity as
a Lender**

By: 
Name: JOHN M. HUSS
Title: PRINCIPAL

REVISED SCHEDULE I

LENDERS/COMMITMENTS

<u>LENDER</u>	<u>COMMITMENT RATIO</u>	<u>CREDIT COMMITMENT</u>
Bank of America, N.A.	100	\$33,262,000

REVISED SCHEDULE 3.1(b)(1)

FEE AND GROUND LEASED UNITS

Restaurant Unit Number	Unit Address
Unit 111	901 North Lake Street, Aurora, Kane County, Illinois 60506
Unit 1888	2624 Milton Avenue, Janesville, Rock County, Wisconsin 53545
Unit 2641	2011 E. Main Street, Albert Lea, Freeborn County, Minnesota 56007
Unit 3203	4121 Sauk Trail, Richton Park, Cook County, Illinois 60471
Unit 4009	14251 Nicollet Avenue, Burnsville, Dakota County, Minnesota 55337
Unit 4043	229 West Kimberly Road, Davenport, Scott County, Iowa 52806
Unit 4116	2651 County Road I, Mounds View, Ramsey County, Minnesota 55112
Unit 4151	1150 East Highway 13, Burnsville, Dakota County, Minnesota 55337
Unit 4201	5231 Brady Street, Davenport, Scott County, Iowa 52807
Unit 4297	4040 38 th Avenue, Moline, Rock Island County Illinois 61265
Unit 4334	2423 Rockingham Road, Davenport, Scott County, Iowa 52802
Unit 4553	1501 Northwest Seventh Street, Faribault, Rice County, Minnesota 55021
Unit 5012	2025 Northdale Boulevard, Coon Rapids, Anoka County, Minnesota 55433
Unit 5879	1830 Southwest Avenue, Freeport, Stephenson County, Illinois 61032
Unit 5960	2001 Center Avenue, Janesville, Rock County, Wisconsin 53545
Unit 5971	1710 DeKalb, Sycamore, Dekalb County, Illinois 60178
Unit 6211	1222 42 nd Avenue, East Moline, Rock Island County, Illinois 61244
Unit 6270	8510 Edinborough Center Drive, Brooklyn Park, Hennepin County, Minnesota 55444
Unit 6545	1022 East Blue Earth Avenue, Fairmont, Martin County, Minnesota 56031
Unit 6615	1318 Riverfront Drive, Mankato, Blue Earth County, Minnesota 56001
Unit 7444	835 Bridge Street, Owatonna, Steele County, Minnesota 55060
Unit 7557	8501 Springbrook Drive Northwest, Coon Rapids, Anoka County, Minnesota 55433
Unit 7937	2411 Center Drive, Hudson, St. Croix County, Wisconsin 54016
Unit 8004	3333 Rice Street, Shoreview, Ramsey County, Minnesota 55126
Unit 8224	5105 Industrial Boulevard, Edina, Hennepin County, Minnesota 55439
Unit 9081	1409 Fourth Street Northwest, Austin, Mower County, Minnesota 55912
Unit 9272	403 Fire Monument Road, Hinckley, Pine County, Minnesota 55037
Unit 9332	5358 West Broadway, Crystal, Blue Earth County, Minnesota 55428
Unit 9366	400 Center Way, Janesville, Rock County, Wisconsin 53545
Unit 10239	244 Grand Avenue, St. Paul, Ramsey County, Minnesota 55102
Unit 10748	678 West 14 th Street, Chicago Heights, Cook County, Illinois 60411
Unit 11143	120 Elm Street, Farmington, Dakota County, Minnesota 55024
Unit 11682	38711 Tanger Drive, North Branch, Chisago County, Minnesota 55056
Unit 11877	504 West Blackhawk Drive, Byron, Ogle County, Illinois 61010
Unit 12350	495 State Road 13, Jacksonville, St. Johns County, Florida 32259
Unit 12757	1287 North Main Street, River Falls, Pierce County, Wisconsin 54022
Unit 13091	287 57 th Avenue, Fridley, Anoka County, Minnesota 55432-5421

Unit 1227	935 W. Kearney, Springfield, Missouri
Unit 1558	1411 Rangeline, Joplin, Missouri
Unit 3475	2138 N. Glenstone, Springfield, Missouri
Unit 5539	1101 S. Limit, Sedalia, Missouri
Unit 5357	1022 Kings Highway, Rolla, Missouri
Unit 6030	1011 W. Central, Carthage, Missouri
Unit 7203	525 S. National, Springfield, Missouri
Unit 7204	1699 W. Jackson, Ozark, Missouri
Unit 9744	1429 Main Street, Parsons, Kansas
Unit 11049	3095 Gardner Edgewood, Neosho, Missouri
Unit 11751	808 Illinois, Republic, Missouri
Unit 12281	2200 E. Austin, Nevada, Missouri
Unit 12415	875 East Highway 60, Monett, Missouri
Unit 12602	505 E. Trimble, Berryville, Arkansas
Unit 4513	1077 S. Jefferson, Lebanon, Missouri
Unit 9331	1317 Preacher Roe, West Plains, Missouri
Unit 12413	315 N. Massey, Nixa, Missouri

REVISED SCHEDULE 3.1(b)(2)

LEASED UNITS

Restaurant Unit Number	Unit Address
Unit 42	1 N.W. Oakland Park Boulevard, Ft. Lauderdale, Florida 33311
Unit 106	18459 South Halsted Street, Glenwood, Cook County, Illinois 60425
Unit 116	2800 66 th Street West, Richfield, Hennepin County, Minnesota 55423
Unit 255	913 West Lincoln Highway, DeKalb, Dekalb County, Illinois 60115
Unit 437	1138 East State Street, Rockford, Winnebago County, Illinois 61104
Unit 805	1717 Central Avenue NE, Minneapolis, Hennepin County, Minnesota 55413
Unit 1060	1450 4 th Street, Beloit, Rock County, Wisconsin 53511
Unit 1326	2434 11 th Street, Rockford, Winnebago County, Illinois 61104
Unit 1747	209 Norris Drive, Ottawa, La Salle County, Illinois 61350
Unit 1752	723 Shooting Park, Peru, La Salle County, Illinois 61254
Unit 1764	2655 East Washington, Madison, Dane County, Wisconsin 53704
Unit 2131	1725 US 1 South, St. Augustine, St. Johns County, Florida 32084
Unit 2160	1385 Douglas Avenue, Montgomery, Kane County, Illinois 60538
Unit 2755	1001 South Federal Highway, Lantana, Palm Beach County, Florida 33462
Unit 3197	5080 West Atlantic Avenue, Delray Beach, Palm Beach County, Florida 33484
Unit 3792	4980 South 76 th Street, Greenfield, Milwaukee County, Wisconsin 53220
Unit 4111	3500 S. Moorland Road, New Berlin, Waukesha County, Wisconsin 53151
Unit 4122	5020 160 th Street, SE, Prior Lake, Scott County, Minnesota 55372
Unit 4206	1948 West Wayzata Boulevard, Long Lake, Hennepin County, Minnesota 55356
Unit 4451	4138 West Blue Heron Boulevard, Rivera Beach, Palm Beach County, Florida 33407
Unit 4507	13840 Grove Drive, Maple Grove, Hennepin County, Minnesota 55311
Unit 4857	822 Windsor Street, Sun Prairie, Dane County, Wisconsin 53590
Unit 4972	2711 Northeast 187 th Street, Aventura, Miami-Dade County, Florida 33180
Unit 5382	1404 Madison Avenue, Mankato, Blue Earth County, Minnesota 56001
Unit 5591	2535 Division Street North, St. Paul, Ramsey County, Minnesota 55109
Unit 5713	1501 Weir Drive, Woodbury, Washington County, Minnesota 55125
Unit 5777	2949 North Military Trail, West Palm Beach, Palm Beach County, Florida 33409
Unit 5978	3001 White Bear Avenue North, St. Paul, Ramsey County, Minnesota 55109
Unit 6122	1107 North Ponce de Leon Boulevard, St. Augustine, St. Johns County, Florida 32084
Unit 6224	20403 Biscayne Boulevard, Aventura, Miami-Dade County, Florida 33180
Unit 6254	3751 North Lexington Avenue, Arden Hills, Ramsey County, Minnesota 55126
Unit 6299	10801 Bloomington Ferry Road, Bloomington, Hennepin County, Minnesota 55438
Unit 6530	7051 10 th Street North, Oakdale, Washington County, Minnesota 55128
Unit 6590	1215 Gun Club Road, White Bear Lake, Washington County, Minnesota 55110
Unit 6923	12045 U.S. Route 1, Juno Beach, Palm Beach County, Florida 33408
Unit 7128	7128 - 2325 State Road 16, St. Augustine, St. Johns County, Florida 32095
Unit 7435	3970 Southdale Center, Edina, Hennepin County, Minnesota 55435
Unit 7466	330 North Garden, Bloomington, Hennepin County, Minnesota 55425
Unit 9095	106 Ninth Avenue Circle South, Princeton, Mille Lacs County, Minnesota 55371
Unit 9256	255 Triangle Lane, Jordan, Scott County, Minnesota 55352
Unit 9934	120 Meridian Drive, New Richmond, St. Croix County, Wisconsin 54017
Unit 9993	10861 University Avenue Northeast, Blaine, Anoka County, Minnesota 55435
Unit 9994	318 East Kraft Drive, Melrose, Stearns County, Minnesota 56352
Unit 10234	7510 East State Street, Rockford, Winnebago County, Illinois 61109
Unit 10284	695 East 7 th Street, St. Paul, Ramsey County, Minnesota 55106
Unit 11191	2789 Milwaukee Road, Beloit, Rock County, Wisconsin 53511
Unit 11243	1560 West Fourth Street, Rush City, Chisago County, Minnesota 55069
Unit 11254	9896 Norma Lane, Woodbury, Washington County, Minnesota 55125
Unit 11284	1500 Stinson Boulevard Northeast, Minneapolis, Hennepin County, Minnesota 55413
Unit 11535	8481 Southeast Point Douglas Road, Cottage Grove, Washington County, Minnesota 55016
Unit 12250	925 Washington Avenue Southeast, Minneapolis, Hennepin County, Minnesota 55414

Unit 3232	3009 S. Campbell, Springfield, Missouri
Unit 6609	3020 E. Sunshine, Springfield, Missouri
Unit 8384	1911 S. Springfield, Bolivar, Missouri
Unit 8964	1220 E. Republic Road, Springfield, Missouri
Unit 9747	1015 S. Broadway, Pittsburg, Kansas
Unit 9907	1710 Maiden Lane, Joplin, Missouri
Unit 10725	1312 S. Madison, Webb City, Missouri

REVISED SCHEDULE 3.1(b)(3)

SITES WITHOUT LANDLORD CONSENTS

	LEASE SITES	SITES WHERE LESSOR CONSENTS NOT PROVIDED OR LESSOR CONSENTS NOT ACCEPTABLE TO AGENT	SITES IN WHICH THERE ARE MATERIAL LEASE DEFICIENCIES
1.	Unit 255 – 913 West Lincoln Highway, DeKalb, Dekalb County, Illinois 60115		X Missing lease of 4/16/99 between Glidden Trust Account #391 and Borrower.
2.	Unit 1752 – 723 Shooting Park, Peru, La Salle County, Illinois 61254	X	
3.	Unit 4857 - 822 Windsor Street, Sun Prairie, Dane County, Wisconsin 53590	X	
4.	Unit 5382 - 1404 Madison Avenue, Mankato, Blue Earth County, Minnesota 56001	X	X Missing confirmation of exercise of options of Ground Lease. Also missing any evidence that Borrower is a subtenant to the sublease dated 12/28/86
5.	Unit 5777 - 2949 North Military Trail, West Palm Beach, Palm Beach County, Florida 33409	X	
6.	Unit 5978 - 3001 White Bear Avenue North, St. Paul, Ramsey County, Minnesota 55109	X	
7.	Unit 6224 - 20403 Biscayne Boulevard, Aventura, Miami-Dade County, Florida 33180	X	
8.	Unit 6254 - 3751 North Lexington Avenue, Arden Hills, Ramsey County, Minnesota 55126	X	
9.	Unit 6530 - 7051 10 th Street North, Oakdale, Washington County, Minnesota 55128	X	X Missing First Amendment of Lease Agreement of 4/26/89.
10.	Unit 6590 - 1215 Gun Club Road, White Bear Lake, Washington County, Minnesota 55110	X	
11.	Unit 7435 - 3970 Southdale Center, Edina, Hennepin County, Minnesota 55435	X	

12.	Unit - 7466 - 330 North Garden, Bloomington, Hennepin County, Minnesota 55425	X	
13.	Unit 9095 - 106 Ninth Avenue Circle South, Princeton, Mille Lacs County, Minnesota 55371		X Missing confirmation of exercise of options to lease dated 4/27/95.
14.	Unit 9934 - 120 Meridian Drive, New Richmond, St. Croix County, Wisconsin 54017	X	
15.	Unit 9993 - 10861 University Avenue Northeast, Blaine, Anoka County, Minnesota 55435	X	
16.	Unit 11254 - 9896 Norma Lane, Woodbury, Washington County, Minnesota 55125	X	
17.	Unit 11535 - 8481 Southeast Point Douglas Road, Cottage Grove, Washington County, Minnesota 55016	X	
18.	Unit 4334 - 2423 Rockingham Road, Davenport, Scott County, Iowa 52802	X	

REVISED SCHEDULE 4.1

JURISDICTIONS WHERE BORROWER IS QUALIFIED TO DO BUSINESS

Duke and King Acquisition Corp.

Florida
Illinois
Iowa
Minnesota
Wisconsin

Duke and King Florida, LLC

Florida

Duke and King Real Estate, LLC

Arkansas
Missouri

Duke and King Missouri, LLC

Kansas
Missouri

REVISED SCHEDULE 4.3

**SUBSIDIARIES OWNERSHIP; JURISDICTION OF
ORGANIZATION; JURISDICTION WHERE QUALIFIED TO DO BUSINESS**

<u>SUBSIDIARY</u>	<u>OWNERSHIP</u>	<u>QUALIFICATION JURISDICTIONS</u>
DK Florida Holdings, Inc.	100%	Florida
Duke and King Missouri Holdings, Inc.	100%	

REVISED SCHEDULE 4.28(b)

LEASED UNITS WITH EXPIRATION PRIOR TO MATURITY

	LEASE SITES	SITES WHERE TERM OF LEASE EXPIRES PRIOR TO MATURITY DATE
19.	Unit 106 – 18459 South Halsted Street, Glenwood, Cook County, Illinois 60425 BKC OWNED SITE.	X
20.	Unit 116 – 2800 66 th Street West, Richfield, Hennepin County, Minnesota 55423	X
21.	Unit 805 – 1717 Central Avenue NE, Minneapolis, Hennepin County, Minnesota 55413 BKC OWNED SITE.	X
22.	Unit 3792 – 4980 South 76 th Street, Greenfield, Milwaukee County, Wisconsin 53220 BKC OWNED SITE.	X
23.	Unit 4451 – 4138 West Blue Heron Boulevard, Rivera Beach, Palm Beach County, Florida 33407 BKC OWNED SITE.	X
24.	Unit 4972 - 2711 Northeast 187 th Street, Aventura, Miami-Dade County, Florida 33180	X
25.	Unit 5978 - 3001 White Bear Avenue North, St. Paul, Ramsey County, Minnesota 55109	X
26.	Unit 7435 - 3970 Southdale Center, Edina, Hennepin County, Minnesota 55435	X

REVISED SCHEDULE 5.3

FRANCHISE AGREEMENTS TO BE EXTENDED

	SALE LEASE-BACK SITES	SITES WHERE TERM OF FRANCHISE AGREEMENT EXPIRES PRIOR TO MATURITY DATE
1.	Unit 4334 – 2423 Rockingham Road, Davenport, Scott County, Iowa 52802	X
2.	Unit 5960 – 2001 Center Avenue, Janesville, Rock County, Wisconsin 53545	X
3.	Unit 5971 – 1710 DeKalb, Sycamore, Dekalb County, Illinois 60178	X
4.	Unit 6211 – 1222 42 nd Avenue, East Moline, Rock Island County, Illinois 61244	X

	LEASE SITES	SITES WHERE TERM OF FRANCHISE AGREEMENT EXPIRES PRIOR TO MATURITY DATE
27.	Unit 106 – 18459 South Halsted Street, Glenwood, Cook County, Illinois 60425 BKC OWNED SITE.	X
28.	Unit 116 – 2800 66 th Street West, Richfield, Hennepin County, Minnesota 55423	X
29.	Unit 805 – 1717 Central Avenue NE, Minneapolis, Hennepin County, Minnesota 55413 BKC OWNED SITE.	X
30.	Unit 1060 – 1450 4 th Street, Beloit, Rock County, Wisconsin 53511	X
31.	Unit 2131 – 1725 US 1 South, St. Augustine, St. Johns County, Florida 32084	X
32.	Unit 3792 – 4980 South 76 th Street, Greenfield, Milwaukee County, Wisconsin 53220 BKC OWNED SITE.	X
33.	Unit 4111 – 3500 S. Moorland Road, New Berlin, Waukesha County, Wisconsin 53151 BKC OWNED SITE.	X
34.	Unit 4206 - 1948 West Wayzata Boulevard, Long Lake, Hennepin County, Minnesota 55356	X
35.	Unit 4972 - 2711 Northeast 187 th Street, Aventura, Miami-Dade County, Florida 33180	X
36.	Unit 5382 - 1404 Madison Avenue, Mankato, Blue Earth County, Minnesota 56001	X
37.	Unit 5978 - 3001 White Bear Avenue North, St. Paul, Ramsey County, Minnesota 55109	X
38.	Unit 6224 - 20403 Biscayne Boulevard, Aventura, Miami-Dade County, Florida 33180	X
39.	Unit 6254 - 3751 North Lexington Avenue, Arden Hills, Ramsey County, Minnesota 55126	X
40.	Unit 6530 - 7051 10 th Street North, Oakdale, Washington County, Minnesota 55128	X
41.	Unit 6590 - 1215 Gun Club Road, White Bear Lake, Washington County, Minnesota 55110	X
42.	Unit - 7128 - 2325 State Road 16, St. Augustine, St. Johns County, Florida 32095	X
43.	Unit 7435 - 3970 Southdale Center, Edina, Hennepin County, Minnesota 55435	X
44.	Unit 11243 - 1560 West Fourth Street, Rush City, Chisago County, Minnesota 55069	X
45.	Unit 12250 - 925 Washington Avenue Southeast, Minneapolis, Hennepin County, Minnesota 55414	X

EXHIBIT "A-3"

TERM NOTE C

\$5,826,000

March 1, 2007

FOR VALUE RECEIVED, DUKE AND KING REAL ESTATE, LLC, a Delaware limited liability company, DUKE AND KING MISSOURI, LLC, a Delaware limited liability company, DUKE AND KING ACQUISITION CORP., a Delaware corporation and DUKE AND KING FLORIDA, LLC a Delaware limited liability company (collectively "Borrower") hereby promise to pay to the order of BANK OF AMERICA, N.A., or its assigns ("Lender"), at Lender's Principal Office located at 600 Peachtree Street NE, Atlanta, Georgia 30308-2214, in lawful money of the United States and in immediately available funds, the principal sum of **FIVE MILLION EIGHT HUNDRED TWENTY SIX THOUSAND AND NO/100 DOLLARS (\$5,826,000.00)** and all other amounts advanced by Lender to or on behalf of Borrower pursuant to the Credit Agreement (as hereinafter defined) or any other Credit Document, and interest thereon from the date hereof until the maturity hereof, in accordance with the terms of the Credit Agreement. All computations of interest shall be based upon a 360-day year on the actual number of days elapsed in such month.

The Borrower hereby unconditionally further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding from the date hereof, and on any unpaid interest payable hereon, from the date such interest is due hereunder, at the applicable rates per annum and on the dates set forth in the Credit Agreement until such principal amount is paid in full. Further, the Borrower hereby unconditionally further agrees to pay principal on the dates and pursuant to the terms set forth in the Credit Agreement.

Borrower shall make all payments hereunder in lawful money of the United States and in same day or immediately available funds. If any payment is to be made on a day other than a Business Day, such payment shall instead be made on the following Business Day, and such extension of time shall be included in computing the interest payable.

This Note is a "Term Note" referred to in the Credit Agreement, dated as of November 1, 2006, between Duke and King Acquisition Corp., Duke and King Florida, LLC and Lender, as modified by First Amendment to Credit Agreement by and among Borrower and Lender dated as of March 1, 2007 (together with all supplements and amendments thereto, the "Credit Agreement") which is incorporated herein by reference and is subject to the provisions of and entitled to the benefits of the Credit Agreement, including, without limitation, the provisions regarding the interest rate, Default Rate, and principal payments; restrictions on and requirements for prepayment; and rights of acceleration. This Note also is subject to, secured by, and has the benefit of the other Loan Documents. Terms used herein have the meanings assigned to those terms in the Credit Agreement, unless otherwise defined herein.

This Note is hereby expressly limited in that in no event shall the interest payable under this Note exceed the highest lawful rate as applicable to Borrower. If for any reason whatsoever, the provision of any Loan Document, at the time performance of such provision occurs, involves the payment of interest in excess of that permitted by law, and if, under any

circumstances, Lender receives as interest any amount which would exceed the highest lawful rate applicable to Borrower, such amount which would be excessive interest shall be applied to reduce the unpaid principal balance and not the payment of interest.

This Note, the Credit Agreement and the other Loan Documents are not subject to any valid right of rescission, set-off, abatement, diminution, counterclaim or defense as against Lender, including the defense of usury, and the operation of any of the terms of the loan, or the exercise of any right thereunder, will not render the Loan unenforceable, in whole or in part, or subject to any right of rescission, set-off, abatement, diminution, counterclaim or defense, including the defense of usury, and Lender has not taken any action which would give rise to the assertion of any of the foregoing and no such right of rescission, set-off, abatement, diminution, counterclaim or defense, including the defense of usury, has been asserted with respect thereto.

Should the indebtedness represented by this Note or any part hereof be collected at law or in equity or in bankruptcy, receivership or other court proceeding, or should this Note be placed in the hands of attorneys for collection after default, the Borrower agrees to pay, in addition to the principal, interest due and payable hereon and any other sums due and payable hereon, all other costs and expenses for which Borrower is liable under the Credit Agreement.

Borrower and all endorser of this Note hereby waive presentment, demand, notice, protest, stay of execution, and all other defenses to payment generally, assent to the terms hereof, and agree that any renewal, extension, or postponement of the time for payment or any other indulgence or any substitution, exchange, or release of collateral or the additional release of any person or entity primarily or secondarily liable, may be affected without notice to and without releasing Borrower or any endorser from any liability hereunder.

This Note shall be governed by the laws of the State of New York.

TIME IS OF THE ESSENCE OF THIS NOTE.

EXHIBIT "A-4"

TERM NOTE D

\$7,936,000

March 1, 2007

FOR VALUE RECEIVED, DUKE AND KING REAL ESTATE, LLC, a Delaware limited liability company, DUKE AND KING MISSOURI, LLC, a Delaware limited liability company, DUKE AND KING ACQUISITION CORP., a Delaware corporation and DUKE AND KING FLORIDA, LLC a Delaware limited liability company (collectively "Borrower") hereby promise to pay to the order of BANK OF AMERICA, N.A., or its assigns ("Lender"), at Lender's Principal Office located at 600 Peachtree Street NE, Atlanta, Georgia 30308-2214, in lawful money of the United States and in immediately available funds, the principal sum of **SEVEN MILLION NINE HUNDRED THIRTY SIX THOUSAND AND NO/100 DOLLARS (\$7,936,000.00)** and all other amounts advanced by Lender to or on behalf of Borrower pursuant to the Credit Agreement (as hereinafter defined) or any other Credit Document, and interest thereon from the date hereof until the maturity hereof, in accordance with the terms of the Credit Agreement. All computations of interest shall be based upon a 360-day year on the actual number of days elapsed in such month.

The Borrower hereby unconditionally further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding from the date hereof, and on any unpaid interest payable hereon, from the date such interest is due hereunder, at the applicable rates per annum and on the dates set forth in the Credit Agreement until such principal amount is paid in full. Further, the Borrower hereby unconditionally further agrees to pay principal on the dates and pursuant to the terms set forth in the Credit Agreement.

Borrower shall make all payments hereunder in lawful money of the United States and in same day or immediately available funds. If any payment is to be made on a day other than a Business Day, such payment shall instead be made on the following Business Day, and such extension of time shall be included in computing the interest payable.

This Note is a "Term Note" referred to in the Credit Agreement, dated as of November 1, 2006, between Duke and King Acquisition Corp., Duke and King Florida, LLC and Lender, as modified by First Amendment to Credit Agreement by and among Borrower and Lender dated as of March 1, 2007 (together with all supplements and amendments thereto, the "Credit Agreement") which is incorporated herein by reference and is subject to the provisions of and entitled to the benefits of the Credit Agreement, including, without limitation, the provisions regarding the interest rate, Default Rate, and principal payments; restrictions on and requirements for prepayment; and rights of acceleration. This Note also is subject to, secured by, and has the benefit of the other Loan Documents. Terms used herein have the meanings assigned to those terms in the Credit Agreement, unless otherwise defined herein.

This Note is hereby expressly limited in that in no event shall the interest payable under this Note exceed the highest lawful rate as applicable to Borrower. If for any reason whatsoever, the provision of any Loan Document, at the time performance of such provision occurs, involves the payment of interest in excess of that permitted by law, and if, under any

circumstances, Lender receives as interest any amount which would exceed the highest lawful rate applicable to Borrower, such amount which would be excessive interest shall be applied to reduce the unpaid principal balance and not the payment of interest.

This Note, the Credit Agreement and the other Loan Documents are not subject to any valid right of rescission, set-off, abatement, diminution, counterclaim or defense as against Lender, including the defense of usury, and the operation of any of the terms of the loan, or the exercise of any right thereunder, will not render the Loan unenforceable, in whole or in part, or subject to any right of rescission, set-off, abatement, diminution, counterclaim or defense, including the defense of usury, and Lender has not taken any action which would give rise to the assertion of any of the foregoing and no such right of rescission, set-off, abatement, diminution, counterclaim or defense, including the defense of usury, has been asserted with respect thereto.

Should the indebtedness represented by this Note or any part hereof be collected at law or in equity or in bankruptcy, receivership or other court proceeding, or should this Note be placed in the hands of attorneys for collection after default, the Borrower agrees to pay, in addition to the principal, interest due and payable hereon and any other sums due and payable hereon, all other costs and expenses for which Borrower is liable under the Credit Agreement.

Borrower and all endorsers of this Note hereby waive presentment, demand, notice, protest, stay of execution, and all other defenses to payment generally, assent to the terms hereof, and agree that any renewal, extension, or postponement of the time for payment or any other indulgence or any substitution, exchange, or release of collateral or the additional release of any person or entity primarily or secondarily liable, may be affected without notice to and without releasing Borrower or any endorser from any liability hereunder.

This Note shall be governed by the laws of the State of New York.

TIME IS OF THE ESSENCE OF THIS NOTE.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Note as of
the date and year first above written.

BORROWER:

DUKE AND KING REAL ESTATE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

DUKE AND KING MISSOURI, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

DUKE AND KING ACQUISITION CORP., a
Delaware corporation

By: _____
Name: _____
Title: _____

DUKE AND KING FLORIDA, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

REVISED EXHIBIT "B"

**AMENDED AND RESTATED
ACQUISITION NOTE**

\$3,500,000

As of March 1, 2007
Atlanta, Georgia

For value received, DUKE AND KING REAL ESTATE, LLC, a Delaware limited liability company, DUKE AND KING MISSOURI, LLC, a Delaware limited liability company, DUKE AND KING ACQUISITION CORP., a Delaware corporation and DUKE AND KING FLORIDA, LLC a Delaware limited liability company (collectively "Borrower") hereby promise to pay to the order of BANK OF AMERICA, N.A., or its assigns ("Lender"), at Lender's Principal Office located at 600 Peachtree Street NE, Atlanta, Georgia 30308-2214, in lawful money of the United States and in immediately available funds, the principal amount of **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00)** or (if less) the aggregate unpaid principal amount of all Acquisition Loan advances that Lender has made to Borrower, on the Termination Date (as such term is defined in the Credit Agreement referenced below), and to pay interest (computed on the basis of a year of 360 days for the actual number of days elapsed) from the date of this Note on the unpaid principal amount of this Note, in like money, at that Principal Office, at the rate in effect in accordance with the terms of that certain Credit Agreement dated as of November 1, 2006 (as hereafter amended, modified or supplemented, the "Credit Agreement") and to make payments in strict accordance with the terms thereof. Any amount of principal hereof which is not paid when due, whether at stated maturity, by acceleration, or otherwise, shall bear interest from the date when due until it is paid in full, payable on demand, at a rate per annum set according to the terms of the Credit Agreement.

Borrower hereby consents to Lender's maintenance of records of (x) all Advances made by Lender to Borrower, (y) all payments made by Borrower on Advances, and (z) all other appropriate debits and credits as provided in the Credit Agreement and this Note. However, Lender's failure to make such an entry with respect to any Advance or payment or other debit or credit shall not limit or otherwise affect Borrower's obligations under the Credit Agreement or this Note.

Borrower shall make all payments hereunder in lawful money of the United States and in same day or immediately available funds. If any payment is to be made on a day other than a Business Day, such payment shall instead be made on the following Business Day, and such extension of time shall be included in computing the interest payable.

This Note is hereby expressly limited in that in no event shall the interest payable under this Note exceed the highest lawful rate as applicable to Borrower. If for any reason whatsoever, the provision of any Loan Document, at the time performance of such provision occurs, involves the payment of interest in excess of that permitted by law, and if, under any circumstances, Lender receives as interest any amount which would exceed the highest lawful

rate applicable to Borrower, such amount which would be excessive interest shall be applied to reduce the unpaid principal balance and not the payment of interest.

This Note is an "Acquisition Note" as defined in the Credit Agreement. Terms used in this Note that are defined in the Credit Agreement have the same meanings as in the Credit Agreement. The Credit Agreement contains provisions for acceleration of the maturity of this Note upon the happening of certain events and also for full or partial repayments on account of principal of this Note before it is scheduled to mature. This Note is secured by the Credit Agreement, which describes the Collateral provided and the rights of Borrower and Lender with respect to that Collateral.

This Note, the Credit Agreement and the other Loan Documents are not subject to any valid right of rescission, set-off, abatement, diminution, counterclaim or defense as against Lender, including the defense of usury, and the operation of any of the terms of the loan, or the exercise of any right thereunder, will not render the Loan unenforceable, in whole or in part, or subject to any right of rescission, set-off, abatement, diminution, counterclaim or defense, including the defense of usury, and Lender has not taken any action which would give rise to the assertion of any of the foregoing and no such right of rescission, set-off, abatement, diminution, counterclaim or defense, including the defense of usury, has been asserted with respect thereto.

Should the indebtedness represented by this Note or any part hereof be collected at law or in equity or in bankruptcy, receivership or other court proceeding, or should this Note be placed in the hands of attorneys for collection after default, the Borrower agrees to pay, in addition to the principal, interest due and payable hereon and any other sums due and payable hereon, all other costs and expenses for which Borrower is liable under the Credit Agreement.

Borrower and all endorser of this Note hereby waive presentment, demand, notice, protest, stay of execution, and all other defenses to payment generally, assent to the terms hereof, and agree that any renewal, extension, or postponement of the time for payment or any other indulgence or any substitution, exchange, or release of collateral or the additional release of any person or entity primarily or secondarily liable, may be affected without notice to and without releasing Borrower or any endorser from any liability hereunder.

This Note shall be governed by the laws of the State of New York.

TIME IS OF THE ESSENCE OF THIS NOTE.

This instrument amends and restates in its entirety that certain Acquisition Note dated as of November 1, 2006, by Duke and King Acquisition Corp. and Duke and King Florida, LLC payable to Lenders in the original principal amount of \$7,500,000 (the "Prior Note"). This Note is not intended nor shall it be deemed or construed as a novation of the prior Note or the indebtedness evidenced thereby.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Note as of
the date and year first above written.

BORROWER:

DUKE AND KING ACQUISITION CORP., a
Delaware corporation

By: _____
Name: _____
Title: _____

DUKE AND KING FLORIDA, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

DUKE AND KING REAL ESTATE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

DUKE AND KING MISSOURI, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____